2578.

SUPREME COURT OF THE UNITED STATES.

No. 270.

THE UNITED STATES, APPELLANTS,

vs.

EDWARD SIMON.

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United States district court, eastern district of Louisiana, sitting in chancery.

EDWARD SIMON
vs.
The UNITED STATES. } No. 37.

Be it remembered, that heretofore, to wit, on the fifteenth of June, being a· the May term, A. D. 1846, of the said court, Edward Simon, by his solicitor, H. A. Bullard, esq., came into the office of the clerk of said court and filed his petition, which is in the words and figures following, to wit:

To the honorable Theodore H. McCaleb, judge of the district court of the United States, for the district of Louisiana, the petition of Edward Simon, of the parish of St. Martin, in the State of Louisiana, respectfully shews:

That on the 26th day of November, A. D. 1791, the then Governor of the province of Louisiana, Don Estevan Miro, granted by his first decree or order of survey to Estevan Flores, a tract of land of eighty arpens front on each side of the bayou Sans Façon, in the post of Opelousas, commencing at forty arpens from the confluence of said bayou Sans Façon, now called the bayou Huffpower with the bayou Bœuff, as will appear by the original concession here in court to be produced. Your petitioner further represents that he has become the owner and proprietor of said tract of land by regular mesne conveyances from the said grantee; that he laid the said claim before the register and receiver at Opelousas, the land district in which said land is situated for confirmation, and offered full and sufficient proof of its genuineness; and that the said commissioners reported his claim designated as No. 119 on their list of claims, some of which were afterwards confirmed by act of Congress, but no action has ever been had upon the report so far as your petitioner's claim is concerned.

Your petitioner further represents that without a survey under the authority of your honorable court, he cannot set forth with any certainty what part of the land covered by his grant may have been sold or otherwise disposed of by the Government of the United States, nor can he ascertain what persons are in adverse possession of part of said tract of land, so as to make them parties to this proceeding as required by law. Reserving to himself the right of amending this his petition, making parties such persons as he may hereafter ascertain to be in possession of a part of said land, and claiming scrip for such parts as may have been sold or otherwise disposed of by the Government; he prays that your honor will order the tract of land herein claimed to be surveyed by a deputy surveyor of the United States, according to the description of the same in the original order of survey, and designating such parts as may have been disposed of, as well as the names of persons residing on said

tract, and that he be ordered to make due returns of duplicate plats of survey at the next term of your honorable court.

And your petitioner finally prays that due notice may be given to the district attorney of the United States as required by the statute, and that, after due proceedings had, he may have judgment against the United States, confirming his original title as aforesaid; and that for so much of said tract as may have been sold or otherwise disposed of, your honor will order and decree that he is entitled to enter a like quantity of land belonging to the United States in Louisiana and subject to entry.

And he prays for such other and further relief as to justice and equity may appertain; and as in duty bound, &c., &c.

(Signed) H. A. BULLARD,
For petitioner.

And afterwards, to wit, on the same day, the following citation in chancery was issued from the office of the clerk in this case, to wit:

United States district court, sitting in and for the district of Louisiana, to the marshal for the district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to summon S. W. Downs, U. S. district attorney, to appear before the honorable judge of the district court of the United States, sitting in and for the district of Louisiana, at a district court to be holden at New Orleans, on the first Monday of July, 1846, then and there to answer a petition in chancery filed against the United States, wherein Edward Simon is petitioner, and the United States is defendant.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have excuted the same.

Witness the honorable T. H. McCaleb, judge, this 15th day of June, [SEAL.] New Orleans, 1846, and 70th year of American independence.

(Signed) L. E. SIMONDS,
Deputy Clerk.

Mem.

The defendant is to enter an appearance in the above cause in the clerk's office on or before the first Monday of July, 1846, otherwise the petition may be taken pro confesso.

Marshal's return on the foregoing citation.

Received this 15th day of June, 1846, and on the same day served copies of the within citation, plaintiff's petition, and documents annexed, on the within named S. W. Downs, esquire, United States district attorney, in the manner following, to wit, in person at New Orleans.

Ret'd, 18th June, 1846.

(Signed) W. F. WAGNER,
U. S. Marshal.

Ret'd and filed, June 18, 1846.

(Signed) L. E. SIMONDS, *Deputy Clerk.*

And afterwards, at the same term, to wit, on the 18th day of June, 1846, the following entry was made of record in this case, to wit:

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On motion of the petitioner's attorney, it is ordered that a survey of the tract of land claimed in this cause be made by any deputy surveyor of the United States, and that he return to the next term of the court duplicate plats of survey, showing the location of said tract, according to the original order of survey and its connection with the public township surveys; exhibiting also the lands within its limits which may have been sold or otherwise disposed of by the United States, and a list of persons claiming adversely to the petitioner, and in possession of parts of said land.

And afterwards, at the same term, to wit, on the 25th day of November, 1846, the following answer of the defendants was filed of record in this case, to wit:

In the district court of the United States, for the district of Louisiana:

EDWARD SIMON
vs.
The UNITED STATES.

The answer of the United States, the defendants in the above named cause, respectfully shows, that they deny all and singular the facts and allegations in plaintiff's petition contained.

Wherefore they pray to be hence dismissed with costs.

(Signed) THOMAS J. DURANT,
Atty. U. S.

And afterwards, at the February term of this court, to wit, on the 15th day of March, 1849, the following entry was made of record in this case:

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The UNITED STATES. } 37.

This cause came regularly up for hearing to-day; H. A. Bullard, esq., for the complainant, and the U. S. district attorney for the defendants, present. The complainant having brought to the notice of the court and offered in evidence the original Spanish document (marked A, now of record) on which his claim is founded, the following order was thereupon entered:

On motion of Thomas J. Durant, esq., attorney of the defendants, and with the consent of H. A. Bullard, esq., solicitor of the complainant, it is ordered by the court that two experts be appointed, one on the part of the complainant, and one on the part of the defendants, whose duty it shall be to compare the signature purporting to be that of Miro, attached to the original Spanish document filed herein as document A, with other signatures of the said Miro, proved to have been by him writ-

ten and annexed to original documents, filed of record in this court in the following land causes, to wit:

No. 2. Caroline S. Bell vs. the U. S.;

No. 13. Ruffin G. Sterling vs. the U. S.;

No. 15. Lacour & Ortis vs. the U. S.;

and to report the result of their examination to this court.

And it is further ordered, that Felix Grima, esq., on the part of the complainant, and Jackson Duplessis, esq., on the part of the defendants, be and they are hereby appointed experts to carry the foregoing order into effect; the court reserving to itself the appointment of a third, as arbiter, in the event of a non-concurrence of opinion between the two so named.

And other evidence having been adduced by the complainant, and argument heard, the court took the case under advisement.

Evidence offered on the part of the complainant.

1°. Plat of survey of the land claimed, made under an order of court of the 18th June, 1846, by Albert A. Crain, surveyor, dated 11th August, 1848, which plat is as follows, to wit:

[For map see original.]

STATE OF LOUISIANA,
Parish of Rapide.

Pursuant to an order from the hon. T. H. McCaleb, of the United States district court, district of Louisiana, I have surveyed the land in controversy, in the suit of Edward Simon vs. the United States, and the same is represented in the above diagram by the lines shaded red.

(Signed) ALBERT A. CRAIN,
August 11th, 1848. *Surveyor.*

[For map see original.]

STATE OF LOUISIANA,
Parish of Rapide.

Pursuant to an order from the hon. T. H. McCaleb, of the United States district court, district of Louisiana, I have surveyed the land in controversy, in [the] suit of Edward Simon vs. the United States, and the same is represented in the above diagram by the lines shaded red.

(Signed) ALBERT A. CRAIN,
March 7th, 1848. *P. Surveyor.*

2°. The plaintiff offered in evidence, document marked "A," being the original grant on which plaintiff's claim is based; which document is in the words and figures following, to wit:

Señor Governador, intendente, &ca.: Estevan Flores, vecino de este lugar, con la mallor veneracion y respeto, expone a Vs. que

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Lehmann, Joh. 1793

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the following land caus
No. 2. Caroline S.
No. 13. Ruffin G. St
No. 15. Lacour & O
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And it is further orde
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argument heard, the cou

Evidence offe

1°. Plat of survey of t
of the 18th June, 1846,
gust, 1848, which plat is

[

STATE OF LOUISIANA,
Parish of

Pursuant to an order f
States district court, distri
controversy, in the suit
the same is represented in
(Signed)
August 11th, 1848.

[F

STATE OF LOUISIANA,
Parish of

Pursuant to an order f
States district court, distri
controversy, in [the] suit
the same is represented in
(Signed)
March 7th, 1848.

2°. The plaintiff offere
ing the original grant on w
ment is in the words and f

Señor Governador, inte
este lugar, con la mallor

deseando estableserse en el puesto de los Opelusas, suplica rendidamente se sirva Vs. concederle ochenta arpanes de tierra de frente, sobre cada lado del bayou San Fason, despues de los quarentes arpanes que on cido concedido por Vs. sobre el bayou au Bœuf, quon la profondida de quarentes arpanes de cada lado del dicho bayou.

Gracia que el suplicante espera recibir de la bonda de Vs. Nueba Orleans, 11 de Noviembre, de 1791.

Señal de cruce † de ESTEVAN FLORES.

NUEVA ORLEANS, 26 *de Noviembre, de* 1791.

El agrimensor de esta provincia, Dn. Carlos Laveau Trudeau, ó el particular nombrado por este establecerá esta parte sobre los ochenta arpanes de tierra de frente sobre cada lado del bayou Sans Façon, con la profundidad ordinaria que solicita, estando vacantes, y no causando perjucio alguno á los circunvecinos, y extendera a continuacion las diligencias de apeo que me remitira para proveer al interesado el correspondiente titulo en forma.

(Signed,) MIRO.

Page 58, recorded.

(*Translation of the foregoing document.*)

Sir Governor Intendant: Stephen Flores, a citizen of this place, with the greatest veneration and respect, represents to your honor, that being desirous of establishing himself in the post of Opelousas, he humbly supplicates your honor that you will be pleased to grant him eighty arpens of land front, on each side of the bayou Sans Facon, next to the forty arpens which have been granted by you on the bayou Bœuf, with the depth of forty arpens on each side of said bayou.

The petitioner hopes to receive this favor from your honor's goodness.

New Orleans, 11th of November, of 1791.

Sign of the cross † of STEPHEN MIRO.

NEW ORLEANS, 26 *of November of* 1791.

Let the surveyor of this province, Don Carlos Laveau Trudeau, or the individual named for this, establish this party upon the eighty arpens of land front, on each side of the bayou Sans Façon, with the ordinary depth, for which he prays, it being vacant and causing no prejudice to the neighboring inhabitants; and let him continue the operations of survey which he shall remit to me in order to provide the interested party with a corresponding title in form.

(Signed) MIRO.

3°. The plaintiff offered in evidence the depositions of D. Prieur, T. G. Morgan, and Jno. L. Daniel, esquires, taken in open court, which depositions are in the words and figures following, to wit:

EDWARD SIMON vs. The UNITED STATES. } 37.

Testimony taken in open court, Thursday, March 15th, 1849.

Denis Prieur, esq., on being shown an original document in Spanish, hereunto annexed and marked A, deposes, after being sworn according to law, that he has seen the signature of Miro before, and that from the best of his recollection the signature to said document is the genuine signature of said Miro.

(Signed) D. PRIEUR.

No cross examination.

Attest: ROBT. M. LUSHER, *Dy. Clerk*.

Thos. Gibbs Morgan, esq., having also been duly sworn according to law, deposes, that he has seen a great many signatures of Gov. Miro affixed to documents, many hundreds, believed by wit. to have been genuine, and that he believes the signature of said Miro to doc. A to be genuine; the body of the order on the petition he believes to be in the handwriting of Gilberto Leonard, secretary in the office.

Cross examined.

Witness has certainly seen more than one hundred signatures of Gov. Miro. About the year 1823, was the earliest period at which witness first saw such signatures. What witness says of the signature in question, is derived exclusively from its resemblance to others believed by witness to have been genuine; he has no personal knowledge of the signature.

Wit. remarks further, that he had for several months in his possession what were commonly called the Pintado books and papers, among which were many signatures of said Miro believed by witness to have been genuine.

Direct examination resumed.

Witness has frequently seen Miro's signature written with and without his christian name in both ways.

(Signed,) THOMAS GIBBS MORGAN.

Attest:

(Signed,) ROBT. M. LUSHER, *Dy. Clerk*.

John L. Daniel, esq., having been duly sworn according to law, deposes that he has seen several signatures of Miro like that to doc. A; is less able to decide on Gov. Miro's signature, than on that of any of his successors in office; thinks this his signature from resemblance to others; never saw Gov. Miro write.

Witness knows what is called bayou Huffpower to have been originally called bayou Sans Façon. This knowlege is derived from wit-

ness hearing witnesses in a certain pre-emption claim, on one occasion, identifying a certain Indian claimant as living on bayou Sans Façon, a bayou then called bayou Huffpower; the proof of such fact was made before witness as receiver of pub. moneys at Opelousas, La.

Witness knew John Thompson, who, wit. sees by his signature, was clerk of the land commissioners at Opelousas.

Cross examined.

Wit. has had a great deal to do with lands and land claims; has been so engaged exclusively for the last twelve years or more; has, during that time, seen a great many papers purporting to have been grants, concessions, warrants, and orders of survey granted by officers of the Spanish govt.; 'tis a matter of public notoriety, that a great many of such papers were said to be forged papers.

Question. Are you so familiar with the signature of Gov. Miro, that you could tell his genuine signature from a good imitation?

Witness could only have his opinion about the matter, or his belief.

(Signed) JNO. L. DANIEL.

Witness knows that this claim was favorably reported on by one of the board of commissioners at Opelousas.

(Signed) JNO. L. DANIEL.

Attest: (Signed) ROBT. M. LUSHER.
Dy. clerk.

4o. The plaintiff offered in evidence the deposition of Julien Deshautelles, taken before E. de Generis, justice of the peace of the parish of Avoyelles; which deposition is in the words and figures following, to wit:

EDWARD SIMON
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The UNITED STATES.

United States district court of the U. States, for the district of Louisiana.

Interrogatories and cross interrogatories to be answered on oath, by Julian Deshautel, esq., a member of the general assembly for the parish of Avoyelles, now in this city, a witness on the part of the plaintiff, whose answers, to be sworn to before any judge or justice of the peace in and for the city of New Orleans, are to be read in evidence on the trial of the above entitled suit, without any formal commission or further notice.

Interrogatories on the part of the plaintiff.

1st. Are you acquainted with the bayou Huffpower, now in the parish of Avoyelles, and which united with bayou Bœuff? If so, how long have you known it, and are you not a native of that part of the country?

2d. Was not that bayou formerly known by the name of the bayou Sans Façon? State how you know it, and how long you have known it by that name.

(Signed) H. A. BULLARD, *for plff.*

Cross interrogatories.

First. Have you any interest in the event of this suit?

Second. Are you related to the party plff.; and in what degree?

Third. What is your age and occupation?

Fourth. Do you reside in the parish of Avoyelles; and how long have you resided there?

Fifth. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

(Signed) THOMAS J. DURANT,
Attorney U. S., for dis. of La.

EDWARD SIMON
vs.
The UNITED STATES.

District court of the United States, for the district of Louisiana.

STATE OF LOUISIANA, *parish of Avoyelles.*

Be it known, that on this tenth day of March, anno domini one thousand eight hundred and forty-nine, at the request of the counsel for plaintiff in this case, and counsel for the defendants in this same, I, Edward de Générès, a justice of the peace in and for the parish of Avoyelles, in the State of Louisiana, duly commissioned and sworn, proceeded to the residence of Julien Desheautelles, esq., on bayou du Lac, in this parish; the said Julien Desheautelles being too ill to attend at my office; and then and there being, took the deposition of the said Julien Desheautelles, first having sworn him on the holy evangelists of Almighty God; which said deposition is to be read in the above entitled cause.

Julien Desheautelles, a witness on the part of plaintiff, being duly sworn, answers as follows to the interrogatories and cross interrogatories to him propounded and hereto annexed.

To the first interrogatory he answers: I am acquainted with the bayou called bayou Huffpower, and which unites with bayou Bœuf; I have known it as far back as I can recollect; and I am not a native of the parish of Avoyelles, but of the parish of Rapides.

To the second interrogatory he answers: This bayou Huffpower has always been, and is by the creoles still so called, bayou Sans Façon; I always heard it called so, and as far back as I can recollect; by the Americans, Huffpower, by the creoles, Sans Façon.

Cross interrogatories.

To the first c. interrogatory he answers: I have no interest in this suit that I know of.

To the second c. interrogatory he answers: I am not aware of being related to the plff., Edward Simon, in any degree; I never heard of him before that I know of.

To the third c. interrogatory he answers: I am between fifty-four and fifty-five years of age; I am a planter.

To the fourth interrogatory he answers: I do reside in the parish of Avoyelles, and have resided therein for these 26 years past, or thereabout.

To the fifth interrogatory he answers: I know nothing concerning this suit, nor of the points at issue.

(Signed) JULIEN DESHEAUTELL.

The STATE OF LOUISIANA, *parish of Avoyelles.*

I, Edouard de Générès, a justice of the peace in and for the parish of Avoyelles, State of Louisiana, duly commissioned and sworn. do hereby certify, that the foregoing deposition of Julien Desheautelles, esq., was duly taken by me, at the request of the parties, as aforesaid mentioned, at the place aforesaid, for the causes aforesaid.

That the interrogatories in this case were by me read to the said Julien Desheautelles, and his answers to the same, by me, justice, reduced to writing in his presence, and after being by him read over, signed by him in my presence.

In testimony whereof, on the day, month, and year first above written, I have hereto set my official signature.

(Signed) EDOUARD DE GENERES,
Justice pe. 2d ward.

5o. The plaintiff offered in evidence document marked "B," being an act of sale from Est. Flores to John Thompson, dated 15th of March, 1820, and passed before H. Lavergne, then a notary public of the city and parish of Orleans; which document is in the words and figures following, to wit:

15 *Mars*, 1820, *vente de terre par le Sr. Estan. Flores, à Mr. Thompson.*

En la ville de la Nouvelle Orleans, dans l'Etat de la Louisiane, le quinzième jour du mois de Mars, de l'année mil huit cent vingt, et la quarante quatrième de l'independence des Etats Unis d'Amerique.

Pardevant Hugues Lavergne, notaire public, dûment commissioné dans et pour la ville de paroisse de la Nouvelle Orleans, y résidant, et en présence des témoins ci-après nommés et soussignés.

Est personnellement comparu le sieur Estevan Flores, propriétaire demeurant en cette paroisse. Lequel a, par cés présentes, vendu avec guarantée de toutt roubles, dont, dettes, évictions, et autres empêchemens généralement quelconques, au sieur John Thompson, habitant, demeu-

rant en la paroisse St. Landry, a ce présent et acceptant pour lui, ses héritiers ou ayans-causes. Une terre située dans le ci-devant poste des Oppelousas, ayant quatre vingts arpens de face sur chaque bord du bayou Sans Façon, et quarante arpens de profondeur, telle que la dite terre se poursuit et comporte, sans en rien excepter ni reserver, l'acquéreur declarant le bien connoitre pour l'avoir vue et visitée à loisir, et n'en pas exiger une plus ample description, laquelle terre appartient au dit sieur vendeur pour lui avoir été concedée sous le gouvernement Espagnol, par Don Estevan Miro, gouverneur de la ci-devant province de la Louisiane, le vingt Novembre, mil sept cent quatre vingt onze, et dont le titre de concession a été remis au dit sieur vendeur qui s'en reconnait content et satisfait, la dite terre n'étant grévée d'aucunes hypothèques enregistrées contre le dit sieur vendeur, ainsi qu'il résulte du certificat du conservateur sous la date de ce jour.

La présente vente est faite pour et moyennant la somme de quinze cents piastres comptant, monnaie courant des Etats Unis d'Amerique, que le dit sieur vendeur reconnait avoir reçue du dit sieur acquereur, avant la passation des présentes, hors la vue de nous notaire, et des témoins soussignés, renonçant á cet egard à l'exception de non numerata pecunia, comme il y renonce expressément par les présentes, et donnant au dit sieur acquereur bonne et valable quittance et décharge de la susdite somme de quinze cents piastres.

Au moyen du quel paiement ainsi fait et accepté, le dit sieur Estavan F'lores, met et subroge le dit sieur John Thompson, acquéreur par ces présentes, dans tous les droits de propriété qu'il a et peut avoir sur la dite terre ci-dessus décrite, vendue ainsi que dessus, s'en dessaisissant au profit du dit sieur acquéreur qui se reconnant en bonne et due possession de la susdite terre, pour par le dit sieur acquéreur en jouir, faire, et disposer, comme de chose lui appartenante, en pleine propriété en vertu du présent acte.

Fait et passé, en mon étude, dans la ville de la Nouvelle Orléans, les jour, mois, et an que dessus, en présence de Sieurs Jean Baptiste Desdunes, fils, et Jean Baptiste Donatien Augustin, temoins requis et domiciliés, qui ont, ainsi que les parties contractantes, signé avec nous, notaire, apres lecture faite.

Le minute est signée:

ESTEBAN FLORES,
JOHN THOMPSON,
J. B. DESDUNES, fils,
J. B. D. AUGUSTIN,
H. LAVERGNE, *Not. Pub.*

Pour copie conforme à l'original faisant parte des minutes de mon étude. En foi de quoi j'ai délivré le présent à la Nouvelle Orleans, les jour, mois, et an que dessus, sous ma signature et le sceau de mon office.

[SEAL.] (Signed) H. LAVERGNE,
Not. Pub.

6o. The plaintiff offered in evidence document marked "C," being a deed of sale from John Thompson to H. & G. Chretien, passed

before Geo. King, parish judge of the parish of St. Landry, under date 27th of October, 1820; which document is in the words and figures following, to wit:

This deed, made the twenty-seventh of October, in the year one thousand eight hundred and twenty, between John Thompson, of the State of Louisiana and parish of St. Landry, of the one part, and Gerard Chretien and Hypolite Chretien, of the aforesaid State and parish, of the other part, witnesseth: That for and in consideration of the premises hereinafter expressed, he, the said John Thompson, has bargained, sold, and conveyed, and does by this act grant, bargain, sell, set over, and convey, to the said Hypolite Chretien and Gerard, the following tracts of land, to wit: A tract containing sixteen hundred superficial arpens, situated on Red river, about six miles below the town of Alexandria. A tract containing about three hundred and forty arpens, situated in the parish of St. Landry, and lying at a place called Bellevue; being the same that the seller acquired by purchase from Marie Simeon. A tract of six thousand four hundred arpens, situated on the bayou Sans Façon, in the parish of Avoyelles, being the same that the said John Thompson acquired by purchase from Estevan Flores. A tract situated on the bayou Caillian, in the parish of Lafourche Interior, containing six thousand seven hundred and twenty arpens, and the same that was granted to Jean Falcida. A tract of six thousand seven hundred and twenty arpens on the same bayou, granted to Joseph Falbo. A tract containing six thousand seven hundred and twenty arpens, on bayou Bœuf, in the fourche Interior, granted to Joseph Fabrie. Another tract of six thousand seven hundred and twenty arpens, on the same bayou, granted to Joseph Gaban by an order of survey. A tract containing fifteen hundred and seventy-three acres, situated in the parish of Avoyelles, lying on the east side of bayou Bœuf, being part of a tract granted to and acquired from Pedro Zamera. And a tract of sixteen hundred arpens, on the same bayou, granted by order of survey to Mendoza. The said John Thompson has also bargained, sold, and conveyed, and does by this act grant, bargain, sell, set over, and convey, to the said Gerard Chretien and Hypolite Chretien the following slaves, to wit: Flora, Sandy, Letty, Eliza, Richmond, Reuben, Maria, Hannah, and Fanny. The said John Thompson also, by this act, sells and conveys to the said Gerard Chretien and Hypolite Chretien, every other object of property of which he is owner, or of which he is possessed, whether moveable or immoveable. He also, by these presents, assigns and sets over to the said Hypolite and Gerard [Chretien] all and singular the debts that may be due or in any manner owing to him. This sale being made for and in consideration of the sum of fourteen thousand eight hundred and six dollars and twenty-seven cents, for which sum the purchasers have executed a mortgage, and given a promissory note of equal date of these presents, payable to John Nicholson, marshal of the aforesaid State, in all the month of May next. Which amount of fourteen thousand eight hundred and six dollars and twenty-seven cents, is a debt

owing by the said John Thompson to the United States for taxes, and which the said Chretiens have engaged to pay as above expressed. Now it is agreed upon, and well understood between the parties, that the said Gerard and Hypolite Chretien are to hold, possess, and dispose of the above described property, until the above debt of fourteen thousand eight hundred and six dollars and twenty-seven cents, together with all expenses and costs, are fully paid and discharged, then this sale to be annulled.

In testimony whereof the parties have hereunto signed and affixed their seals in presence of the subscribing witnesses, and before George King, judge in and for the aforesaid parish of St. Landry, at Opelousas, the day and year first above written.

(Signed) JOHN THOMPSON, [SEAL.]
GRD. CHRETIEN, [SEAL.]
HTE. CHRETIEN, [SEAL.]

(Signed) GEO. KING, *P. Judge.*

Witnesses:
JAMES RAY,
W. MOORE.

STATE OF LOUISIANA, *parish of St. Landry.*

I, George King, parish judge in and for said parish, certify the foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and seal official, at Opelousas, this 30th of December, 1835.

[SEAL.] (Signed) GEORGE KING,
Parish Judge.

7o. The plaintiff offered in evidence document marked "D," being a settlement of differences, sales, &c., between J. Thompson and H. and G. Chretien, before James Ray, notary public of the parish of St. Landry under date the 14th of July, 1825; which document is in the words and figures following, to wit:

Pardevant James Ray, notaire publique dans et pour la paroisse de St. Landry, et en présence des témoins ci-après nommés et soussignés, sont personnellement venus, et ont comparus les sieurs Hypolite Chrétien, habitant, résidant en la paroisse de St. Landry, et Gérard Chrétien, habitant, résidant en la paroisse St. Martin, d'une part, et le sieur John Thompson, résidant en la paroisse St. Landry, d'autre part; lesquels, à l'effet de terminer les différends et difficultés qui ont existés entr'eux jusqu'à ce jour concernant le paiement fait aux Etats Unis par M. M. Chrétien, d'une crêance due par le dit John Thompson aux dits Etats Unis, en leur qualité d'héritiers de Louis Chrêtien, leur frère, décédé, qui était caution du dit John Thompson, envers les dites Etats Unis; et à l'effet d'arrêter et prevenir tous procés, qui pourraient ou ont pu être intentés par les parties réciproquement l'un contre l'autre, sont

convenus de régler leur différends, et ont établi et arrêté leur transaction de la manière suivante, savoir: Le dit sieur John Thompson, par le présent nous a déclaré vendre, céder, delivrer, quitter, et transporter, comme de fait il vend, cède, delivre, quitte, et transporte, aux dits sieurs Hypolite et Gérard Chrétien les morceaux de terre suivans: lesquelles terres sont mentionnées dans un acte passé devant George King, juge de la paroisse St. Landry, en date du vingt sept d'Octobre, mil huit cent vingt, savoir: un morceau de terre, contenant seiz cents arpens en superficie, située sur la rivière Rouge, d'environ six milles en bois d'Alexandrie; laquelle terre a été acquise par M. M. John Thompson et Christopher Adams d'un nommé Jear, et les deux tiers de laquelle terre du dit Adams, le dit Thompson, et parait être pleinement autorisé de vendre; un morceau de terre de six mille quatre cents arpens, située sur le bayou *Sans façon*, dans la paroisse des Avoyelles, et étant le même que le dit Thompson a acheté d'Estevan Flores; un morceau de terre, située sur le bayou Caillou, dans le paroisse de Lafourche Interieure, contenant six mille sept cent et vingt arpens, et le même qui a été concédé à Jean falcedo; un morceau de terre de six mille sept cent et vingt arpens, sur le même bayou, accordé et concédé à Joseph Talbo; un morceau de terre, contenant six mille sept cent et vingt arpens sur le bayou Bœuf, dans la Fourche Interieure, accordé et concédé à Joseph Felice; un autre morceau de terre de six mille sept cent et vingt arpens, sur le même bayou, accordé et concédé à Joseph Gabon, par un ordre d'arpentage; un morceau de terre, contenant quinze cent et soixante treize acres Americaines, située dans la paroisse d'Avoyelles, et sur la côté est du bayou Bœuf, étant un partie du morceaux de terre concédé à Pedro Zamero, et vendu par lui au présent vendeur; et un morceau de terre de seize cents arpens, sur le même bayou, accordé par un ordre d'arpentage à Fanbro Mendoza. Tous lesquels dits morceaux de terre par le présent vendus ont été confirmé par le Gouvernement des Etats Unis aux différens concessionaires, à l'exception des deux morceux venant de Estevan Flores et de Mendoza; et le dit sieur John Thompson, par le présent, garanti au dits sieurs Chrétiens les titres des morceau de terre confirmés; et en outre de toutes evictions, alienations, hypothèques, &c., &c., et de tous empêchemens généralement quelconques; la dite garantie étant pleine et entière, tant de droit que de fait: mais tant aux deux morceaux non confirmés, il est bien entendu que le dit sieur Thompson ne les garantit point quant aux titres, cédant seulement tous les droits qu'il peut avoir aux dits sieurs Hypolite et Gérard Chrétien. En consequence de ce que dessus, le dit sieur John Thompson a, par le présent, declaré céder et transporter, comme de fait il céde, vend, et transporte, aux dits sieurs Hypolite et Gérard Chrétien, tous les droits de propriété qu'il a, a pu, ou peut avoir, aux terres ci-dessus mentionnées, avec tous les avantages qui peuvent deriver des titres, s'en dissatissant à leur profit, voulant qu'ils en soient saisis et mis en possession, par qui et ainsi qu'il appartiendra. Et attendu que par une vente publique, faite en date des vingt et vingt et un du mois d'Août, de l'année mil huit cent vingt et un, les dites sieurs Hypolite

et Gérard Chrétien ont fait vendre par l'honorable juge de la paroisse St. Landry, pour leur usage et bénéfice particuliers, et en vertue de la vente du vingt-sept Octobre, mil huit cent vingt, les propriétés appartenant ci-devant au dit sieur John Thompson; le dit Thompson a déclaré ratifier et approver, comme de fait il ratifie et approuve, les ventes faites par les dits sieurs Chrétien, les vingt et vingt et un d'Août, mil huit cent vingt et un, à l'exception du nègre Sandy, qui avait été vendu à Mr. David L. Todd, et du morceau de terre de trois cent quarante arpens provenant de Marie Simeon, et qui avait été vendu à Mr. Jean Louis Louailliers, lesquels nègre et morceau de terre, reviendront et seront remit au dit John Thompson, après que le dit Todd et héritiers de Louailliers auront consenti à la retrocession des dit nègre et terre. Et le dit sieur John Thompson, à l'effet de donner un titre bon et valable aux dits sieurs Chrétien, ainsi qu'aux acquéreurs des propriétés par eux vendues comme ci-dessus; et pour leur donner un titre parfait aux dites propriété, par le présent vend, céde, et transporte, aux dits sieurs Chrétien, tous les droits de propriété qu'il a, a pu, ou peut avoir aux propriétés vendues comme est dit ci-dessus, et s'en dessaisissant entièrement à leur profit. Et le dit sieur John Thompson nous a de plus déclaré céder, quitter, comme de fait, et par le présent il céde, quitte, et transporte au benefice et en faveur des dites sieurs Hypolite et Gérard Chrétien, toutes espèces de droits qu'il a, a pu, ou peut avoir généralement quelconques contre les Etats Unis, de quelque nature qu'ils soient, et s'en dessaisissant entièrement à leur profit, et voulant qu'ils en fassent usage de la manière et ainsi qu'il leur conviendra. En conséquence et en consideration de tout ce que dessus, les dits sieurs Hypolite et Gérard Chrétien nous ont déclaré donner, au dit sieur Thompson, pleine et entière quittance et décharge, comme de fait il lui donnent quittance et décharge, de la somme de quatorze mille huit cent et six piastres et vingt sept cents, que les dits sieurs Chrétien, comme héritiers de Louis Chrétien, leur frère, qui était caution du dit John Thompson, ont payé pour le dit John Thompson au Gouvernement des Etats Unis; et de toute, ou toutes autres sommes que les dites sieurs Chrétien ont pu payer pour le dit John Thompson; par le présent reconnaissant et déclarant en être pleinement satisfaits et remboursés, en conséquence des ventes, cessions, et transports ci-dessus; et les dits sieurs Chrétien de plus renoncent à tous droits qu'ils ont, ou pu avoir, contre le dit John Thompson, en vertue de la subrogation aux droits des Etats Unis, à eux faite par le Gouvernement des dits Etats Unis, déclarant ne vouloir plus en faire usage entre le dit John Thompson, qu'il regardent comme entièrement acquitté envers eux. Et de plus les dites sieurs Chrétien garantissent le dit John Thompson contre toutes reclamations de la part du Gouvernement des Etats Unis, pour l'objèt dont leur frère, Louis Chrétien, était caution du dit John Thompson, déclarant le tout payé au representant legal des Etats Unis, qui leur en a donné pleine quittance et décharge; bien entendu que la présente guarantie n'est que pour et concernant les sommes dont Louis Chrétien était caution du dit Thompson envers les Etats Unis. Et attendu l'abandon, fait ci-dessus par les

2526.

sieurs Hypolite et Gérard Chrétien, en faveur du dit John Thompson, de l'esclave Sandy et de la terre de Simien; les dits sieurs Chrétien ont de plus déclaré renoncer, comme de fait ils renoncent à tout les droits qu'ils ont, ont pu, ou peuvent avoir à l'esclave nommé Sandy, et à la dite terre de Marie Simien ci-dessus décrite, les cedant et transportant au dit John Thompson, pour en faire usage de la manière et ainsi qu'il lui conviendra. Et les dits sieurs Chrétien font la même renonciation à la terre sur laquelle le dit John Thompson présentement réside, comme aussi aux négres Richmond et Reuben. Et les dits sieurs Hypolite et Gérard Chrétien, par le présent, a déclaré se charger de payé à Joseph Andrews le montant des jugemens rendus contre John Thompson en faveur des héritiers Bledsoe; promettant et s'engageant de payer les dits jugemens, et d'en tirer bonne et valable quittance, en déchargeant, par le présent, le dit sieur John Thompson. Au moyen de tout ce que dessus, des ventes, cessions, transports, garanties, abandon, quittance, &c., &c., tant de la part des dits sieurs Hypolite et Gérard Chrétien, en faveur du dit John Thompson, que de la part du dit John Thompson en leur faveur, ainsi de la manière qu'il est specifié ci-dessus; les dits sieurs Hypolite et Gérard Chrétien d'une part, et le dit John Thompson d'autre part, nous ont déclaré être pleinement et entièrement satisfait, l'une de l'autre, et rénonger réciproquement à toutes poursuites et réclamations qu'ils pourraient ou ont pu commencer et exercer l'un contre l'autre, pour et concernant le cautionnement qui fait l'objet des présentes. Ainsi faisant, &c., promettant, &c., renongant, &c., obligeant, &c.

Dont acte, fait et passé à la paroisse St. Landry, en la ville de Opelousas, en l'office du notaire soussigné, le quatorzième jour de mois de Juillet, de l'année mil huit cent vingt cinq, en présence des sieurs Luke Lassasier et Ben. B. Jefferson, témoins pour ce requis exprès et domiciliés en cette paroisse; lesquels ont signé aux présentes, avec les parties comparants, et moi, notaire publique, dans et pour l'office du juge de paroisse St. Landry, le tout après lecture faite.

JOHN THOMPSON,
H'TE CHRETIEN,
G'RD CHRETIEN.

En présence de
L. LESASSIER,
BEN. B. JEFFERSON,
JAMES RAY, *Notary Public*
for the office of the parish judge of St. Landry.

STATE OF LOUISIANA, *parish of St. Landry.*

I, George King, parish judge in and for said parish, do certify the foregoing to be a true copy of the original on file and record in my office.

Given under my hand and seal official at Opelousas, this 30th of December, 1835.

[SEAL.] (Signed) GEO. KING, *Parish Judge.*

8o. The plaintiff offered in evidence document marked "E," being an exact copy of the foregoing document, marked "D," certified by George King, parish judge, under date of the 25th of October, 1836.

9o. The plaintiff offered in evidence document marked "F," being a settlement of differences, sales, &c., between Hypolite and Gérard Chrétien, before James Ray, notary public, under date of the 16th of May, 1826; which document is in the words and figures following, to wit:

Pardevant moi, soussigné notaire publique dans et pour l'office du juge de paroisse de la paroisse St. Landry, et en présence des témoins ci après nommés et soussignés: Furent présent, et ont personnellement comparu les sieurs Hypolite Chrétien, habitant de la paroisse St. Landry, d'une part, et Gérard Chrétien, habitant de la paroisse St. Martin, d'autre part; lesquels voulant terminer leurs differends au sujet de ce qu'ils peuvent se devoir respectivement, et du reglement de leurs parts respectives dans les propriétés et argents qu'ils ont obtenu du sieur John Thompson, en remboursement des sommes payées par eux, pour le dit Thompson au Gouvernement des Etats Unis, en leur qualité d'héritiers de Louis Chrétien, leur frère, défunt, sont convenus de ce qui suit: les comparans reconnaissent, par le présent, qu'ils sont intéressés dans tous les actes qui ont été faits au sujet de leur affaire avec John Thompson, que pour chacun un tiers, l'autre tiers appartenant au sieur François Chrétien, leur frère, maintenant résidant en la paroisse St. Martin. Pour et en considération des sommes qui le dit sieur Hypolite Chrétien a payées pour son frère, Gérard Chrétien, pour sa quote part dans ce qui était du eux Etats Unis, dans le cautionnement donné par Louis Chrétien, son frère, défunt, et pour et en considération de la cession, vente, et transport, que le dit sieur Hypolite Chrétien fait ci-après à son dit frère, Gerard, des droits qu'il a pour une tiers dans toutes les terres acquises du dit sieur John Thompson, ainsi qu'il appert par l'acte de vente du vingt sept d'Octobre, de l'année mil huit cent vingt, et par la transaction passée entre eux et John Thompson, le quatorzième jour de Juillet, de l'année mil huit cent vingt cinq, et aussi pour et en considération de l'abandon, cession, et transport que le dit sieur Hypolite Chrétien fait ci-après en faveur de son frère, Gérard, du tiers qu'il a à recevoir dans la somme recouvrée dernièrement des Etats Unis par l'acte du Congrès décrété à cette effet à sa cession, de l'année mil huit cent vingt six. Le dit sieur Gérard Chrétien, par le présent, déclare et reconnait avoir echangé, vendu, cédé, et transporté, comme de fait il donne en echange, vente, cession, et transport, à son dit frère, Hypolite Chrétien, ici présent et acceptant, acquéreur pour lui, ses héritiers et ayans-cause, sa moitié dans l'habitation maintenant occupée par le dit sieur Hypolite, située dans cette paroisse, à l'endroit appelé bayou Bourbeux, contenant en superficie quatre mille sept cent vingt arpens, plus ou moins, bornée d'un côté par Pierre Pothier, et de l'autre par Laurent Malveaux, avec toutes les garanties de droits et de fait à l'exception de trente arpens de face, sur quarante de profondeur, dont la

concession Espagnole a été confirmé vers l'année mil huit cent dix sept, et lequel titre n'est garanti d'aucune manière; la dite terre est vendue, avec tous les établissemens, et améliorations généralement quelconque, telle qu'elle exist actuellement en la possession du dit sieur Hypolite Chrétien. Le dit sieur Hypolite pourra dès ce moment jouir, faire, et disposer de la dite habitation comme de chose à lui appartenant en propre et en entier sans qu'il puisse jamais y être troublé. Et le dit sieur Gérard Chrétien céde et transporte de plus au dit sieur Hypolite Chrétien un certain billet de deux mille quatre cent piastres, souscrit par Messrs. Murdock et Glaise, lequel doit écheoir dans le commencement de mil huit cent vingt sept, et lequel billet se trouvant maintenant en la possession du dit sieur Hypolite Chrétien, sera gardé par lui pour son usage exclusif. Et le dit sieur Hypolite Chrétien pour et en considération de tout ce qui est ci-dessus, par le présent, donne en échange, céde, et transporte au dit sieur Gérard Chrétien, qui l'accepte, tous les droits, titres, et actions qu'il a, a pu, et peut avoir sur les terres vendues et cédées par John Thompson, par les actes dont il est parlé ci-dessus; toutes lesquelles terres consistent dans environ trente huit mille arpens de superficie, dans lesquelles le dit sieur Hypolite a des droits pour un tiers, et lequel tiers il céde à son dit frère comme ci-dessus, à l'exception du titre de six mille quatre cents arpens, situées sur le bayou *Sans Façon*, originairement concédés à Estevan Flores, lequel titre n'est pas encore confirmé. De plus, le dit sieur Hypolite Chrétien céde et transporte à son dit frère, Gérard Chrétien, qui l'accepte, tous les droits dans le tiers de la somme de douze mille neuf cents quatre vingt dix neuf piastres, avec intérêt de six pour cent depuis le trois d'Avril, mil huit cent vingt deux; lesquels somme et intérêt ont été dernièrement obtenus du Gouvernement des Etats Unis, en remboursement de ce qui avait été mal à propos payé par les héritiers de Louis Chrétien pour le sieur John Thompson, ainsi qu'il appert par l'acte du Congrès passé à cet effet, et le dit sieur Gérard Chrétien pourra, en vertu des présentes, réclamer le tiers de son dit frère Hypolite, quand bon lui semblera, et comme d'une somme à lui appartenant en propre et exclusivement; le dit sieur Hypolite y renonçant dès ce jour en faveur du dit sieur Gérard. De plus, le dit sieur Hypolite Chrétien, par le présent, donne à son dit frère Gérard, pleine et entière quittance, et décharge de toutes les sommes généralement quelconques qu'il a payé pour lui, et qui sont encore a être payées, au sujet de et pour sa part dans le cautionement donné par Louis Chrétien pour John Thompson au Gouvernement des Etats Unis; bien entendu que le dit sieur Gérard se trouve dès ce jour décharge de toute responsabilité au sujet du dit cautionement pour et envers qui que ce soit; le dit sieur Hypolite se chargeant du tiers de son dit frère, et de toute la responsabilité à cet égard. En consequence de tout ce que dessus, les dits sieurs Hypolite et Gérard Chrétien se donnent respectivement et reciproquement par le présent, quittance pleine et entière des toutes les sommes qu'ils ont pu se devoir jusqu'à ce jour, à quelque titre que se soit se reconnaisant mutuellement satisfaits des valeurs et considérations données ci-dessus, voulant et entendant s'en tenir

aux présentes qui vaudront contre eux, et pour eux respectivement et réciproquement dans toutes les circonstances, où ils serait obligé d'y avoir recours; car ainsi, &c., &c.

Dont acte, fait et passé en l'office du notaire soussigné, dans la ville des Opelousas, paroisse St. Landry, le seizième jour du mois de Mai, de l'année mil huit cent vingt six, en présence des sieurs Benjamin B. Jefferson et John Rogers, témoins requis exprès et domiciliés en cette paroisse, qui ont signé aux présentes avec les parties comparantes, et moi, notaire, le tout après lecture faite.

G'RD CHRETIEN,
H'TE CHRETIEN,
BEN. B. JEFFERSON,
JOHN ROGERS,
JAMES RAY, *Not. Pub.*

STATE OF LOUISIANA,
Parish of St. Landry.

I, George King, parish judge in and for said parish, do certify the foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and seal official, at Opelousas, this 30th December, 1835.

[SEAL.]

(Signed,) GEO. KING, *P. judge.*

10°. The plaintiff offered in evidence document marked "G," being an act of sale from Hypolite Chrétien to Edward Simon, under date of 27th of December, 1827, before P. Labiche, notary public; which document is in the words and figures, to wit:

Pardevant Pierre Labiche, notaire public, dans et pour la paroisse St. Landry, y demeurant, soussigne, et en présence des témoins ci-après nommés et aussi soussignés.

Fut présent le Sieur Hypolite Chrétien habitant propriétaire, résidant dans la dite paroisse St. Landry.

Lequel a par ces présentes, vendu, cédé, quitté, delaissé, et transporté, comme de fait il vend, céde, quitte, delaisse, et transporte, au Sieur Edward Simon, avocat, demeurant dans la paroisse St. Martin, ici-présent et acceptant, acquéreur, pour lui, ses heritiers, ou ayant causes, une certaine terre située dans le ci-devant poste des Opelousas, ayant quatre vingts arpens de face sur chaque bord du bayou Sans Façons, et quarante arpens de profondeur, telle que la dite terre se poursent et comporte, sans en rien excepter, ni réserver; et laquelle terre est par le présent vendue sous les simples garanties des faits du présent vendeur, ses heritiers, ou ayant causes, et sans aucune autre garantie. La dite terre appartient au dit sieur vendeur pour l'avoir acquise en totalité de son frère Gérard Chrétien, qui avec le vendeur l'avait achetée, chacun pour moitié du Sieur John Thompson, qui lui même l'avait acquise d'un

nommé Estavan Flores, à qui elle a été originairement concedée par le Governeur Espagnol Don Estevan Miro, le vingt Novembre, mil sept cent quatre vingt onze, et dont le titre de concession a été remis au dit sieur acquéreur qui s'en reconnait en possession.

Cette vente est faite pour et en considération de la somme de douze cents piastres, que le dit sieur vendeur reconnait avoir reçu du dit sieur acquereur, hors de la vue des notaire et temoins, et dont il déclare par le présent donner bonne et valable quittance et décharge, renonçant à cet égard à toutes exceptions.

Les parties ont dispensé le notaire soussigné de la production du certificat d'hypothèque requis par l'article 3328 du code civil de cet Etat, se trouvant satisfaites à cet egard de la simple declaration de non hypothèque faite par le vendeur.

Au moyen de tout quoi ainsi fait et accepté, le dit sieur vendeur par le présent, met et subroge le dit sieur acquéreur, dans tous les droits de propriété qu'il a, a pu, et peut avoir à la terre par le présent vendue, s'en dessaisissant au profit du dit acquereur, voulant qu'il en soit saisi et mis en possession par qui et ainsi qu'il appartiendra.

Dont acte, fait et passé en l'etude du notaire soussigné dans la ville des Opelousas, paroisse St. Landry, le vingt septieme jour du mois de Decembre, de l'année mil huit cent vingt sept, en présence des Sieurs François Neda et Etienne Fouillade, témoins requis exprès et domiciliés en cette paroisse, qui ont signé avec les dits sieurs vendeur et acquéreur, ainsi que moi, notaire, le tout après lecture faite.

(Signé a la minute,) HTE. CHRETIEN,
EDW'D SIMON.

En présence de
FRS. NEDA,
FOUILLADE.

Pardevant moi, LABICHE, *Not. pub.*

Pour copie conforme à la minute qui est restée en mon étude pour recours, Opelousas, le quinze Mars, mil huit cent trente six.
[SEAL.]

(Signed,) LABICHE, *Not. pub.*

11o. The plaintiff offered in evidence document marked "H," being a notice to register and receiver of land claim, dated 15th of March, 1836, which document is in the words and figures following, to wit:

To the register of the land office and the receiver of public moneys at Opelousas, in the district for the sale of lands south of Red river, in the State of Louisiana.

Edward Simon, a resident of the parish of St. Martin, in this State, claims a tract of land situated in the parish of St. Landry, county of Opelousas, on both sides of bayou Sans Façon, containing eighty arpens in front on each side of the said bayou, by the ordinary depth of forty arpens.

This claim is founded on an order of survey, granted by the Spanish

governor Estevan Miro, of the province of Louisiana, which is filed with this notice; the claimant is the owner of the said land, having purchased the same of Hypolite Chretien, who, together with his brother Gerard Chretien, had bought the same of John Thompson, and who afterwards (the said Hyp. Chretien) purchased his brother's rights to the said tract of land. The said John Thompson had, by a regular deed of sale passed on the 15th of March, 1820, purchased the said tract of land of Estevan Flores, the original grantee; the mesne conveyances above mentioned are also filed with this notice.

The claimant prays that you will report the aforesaid claim for confirmation under the act of Congress approved on the day of February, 1835, relative to the final adjustment of land claims in Louisiana.

Opelousas, 15th of March, 1836.

(Signed) EDWARD SIMON.

Evidence of B. L. Pellerin.

Barthelemy Loubry Pellerin, a witness on the part of the claimant, having been sworn says, that he recognises the signature of Governor Miro, written at the foot of the order of survey herewith filed, as being the genuine and true signature of the said Governor Miro, that this deponent is well acquainted with the handwriting of the said Governor, and has seen him *signed* his name very often on public documents and on letters; that this deponent, who has been a Spanish officer, is now aged about sixty-nine years; deponent has in his possession documents and commissions bearing the signature of Governor Miro; deponent is a relation of Governor Miro's wife (first cousin) and had opportunities of frequenting his house; that it is within the knowledge of deponent that Governor Miro sometimes signed Estevan Miro and sometimes Miro; and deponent says that from the knowledge he has of the said Governor's signature, and from having seen him very frequently sign his name, he is able to say that the signature at the foot of the order of survey in favor of Estevan Flores is true and genuine; deponent further adds, that he lived for twenty-one years with the family and in the house of Governor Miro.

(Signed) BARTHELEMY LOUBRY PELLERIN.

Sworn to and subscribed before me the 15th March, 1836.

(Signed) JOHN J. TAYLOR, *Register.*

Etienne Lamorandiere, sen., having been sworn, says, that he knows Governor Miro's signature from having seen a great number of documents signed by him, and from having in his possession military commissions issued from the said Governor, and having received letters very frequently from him; deponent says he recognises the signature at the foot of the order of survey in favor of Estevan Flores, herewith filed, as being the true and genuine signature of Governor Miro; deponent is aged about seventy years, and was born in Louisiana.

(Signed) LAMORANDIER.

Sworn to and subscribed to before me, this 16th March, 1836.

(Signed) JOHN J. TAYLOR, *Register.*

12o. The plaintiff offered in evidence a certificate of register of land office as to disposition of land, dated 19th of May, 1849, and filed according to an order of court, under date the 4th of June, 1849, which document is in the words and figures following, to wit:

LAND OFFICE, OPELOUSAS, LA, *May* 19, 1849.

I, Murdock McIntire, register of the office above named, do hereby certify, that all the land embraced within the section fourteen, fifteen, sixteen, seventeen, eighteen, twenty, twenty-one, twenty-two, twenty-three, twenty-six, twenty-seven, twenty-eight, and twenty-nine, of township one south, of range three east, has been disposed of by the General Government, with the exception of section sixteen, which is always reserved for school purposes, and cannot be disposed of. The lands above referred to lie on and near the bayou Huffpower, in the parish of Avoyelles, La.

Given under my hand and private seal of office, the day and date above written.

[SEAL.]

(Signed) M. McINTIRE, *Register*.

And afterwards, at the same term of this court, to wit, on the 27th of March, 1849, the following entry was made of record in this case:

EDWARD SIMON
vs. } 37.
The UNITED STATES.

In this case it is ordered by the court, that Joseph Reynes, esq., be and he is hereby appointed as a third expert to confer with, and decide between those already appointed in relation to the signatures submitted to their inspection.

And afterwards, at the same term, to wit, on the 23d of April, 1849, the following entry was made of record in this case:

EDWARD SIMON
vs. } 37.
THE UNITED STATES.

By consent of the counsel for the complainant and the defendants herein, it is ordered that the examination by experts, called for in the entry of March 15th, 1849, be and the same is hereby waived, and the cause now finally submitted to the court.

And further, at the same term of this court, to wit, on the 1st day of May, 1849, the following judgment was rendered and entered of record in this case:

EDWARD SIMON
vs. } 37.
The UNITED STATES.

Present, hon. Theo. H. McCaleb.

This cause came on for hearing at the present term, to wit, on the 15th of March last, on the petition, answer, exhibits, and proof of re-

cord, and was argued by counsel for the complainant, and the attorney of the United States for the defendants, and the examination by experts having been waived by consent of the respective parties, and the case thereupon finally submitted, the court being fully advised in the premises, on this day rendered its opinions and decree, as follows.

In this case the plaintiff claims the confirmation of an inchoate grant or order of survey, given by Don Estevan Miro in favor of Estevan Flores, bearing date the 26th day of November, 1791, for a tract of land of eighty arpents front on each side of the bayou "Sans Façon," now called the "Huffpower," with a depth of forty arpents on each side, making a superficies of six thousand four hundred arpents, equal to five thousand four hundred and sixteen acres. The said grant begins at the depth of forty arpents from the bayou Bœuff where the concessions fronting on that water-course terminate.

The survey made under the orders of this court (of June 18th, 1846,) shows the true location of the land according to the description and the order of survey, and the petition of the grantee.

It is satisfactorily shown to the court that the grantee was, at the time of the date of the grant, an inhabitant of the province of Louisiana, that the order of survey or original concession was executed and signed by Governor Miro, who then had authority to grant lands, and that the same was made conformably to the laws and usages of the Spanish Government in the province. It is further proved that the plaintiff has become, by several mesne conveyances, shown as exhibits in this cause, the assignee of the original grantee, and that the claim was laid before the register and receiver in the land district in which the land is situated, and was by them recommended for confirmation, but that their report was never acted on by Congress.

It appearing therefore to the court, that the tract of land granted was, according to the laws, customs, and usages of the Spanish government, the property of the said grantee, at the date of the treaty of cession in 1803, and is protected by the stipulations of said treaty and by the law of nations, it is ordered, adjudged, and decreed by the court, that the said grant be and the same is hereby confirmed and declared valid against the United States.

It appearing further, however, that according to the survey made under the orders of this court, the land thus claimed is situated in township 1 south, range 3 east, and that all the land in said township has been sold or otherwise disposed of by the United States, it is therefore, by virtue of the 11th section of the act of Congress of the 26th day of May, 1824, entitled "an act enabling the claimants to lands within the limits of the State of Missouri and Territory of Arkansas to institute proceedings to try the validity of their claims;" and the act of the 17th June, 1844, reviving said act and extending it to Louisiana and other States: Ordered and decreed, that the petitioner be, and he is hereby authorized and permitted to enter the said gratuity of five thousand four hundred and sixteen acres of land, on any public lands in any land office of the United States in the State of Louisiana,

after the same shall have been offered at public sale in parcels conformable to sectional divisions and sub-divisions, according to law.

Judgment rendered May 1st, 1849.

Judgment signed May 5th, 1849.

(Signed) THEO. H. McCALEB, [SEAL.]

U. S. district Judge, E. district of La.

And further, at the same term of this court, to wit, on the 19th of May, 1849, the following entry and order of appeal were entered of record in this case:

EDWARD SIMON
vs. } 37.
THE UNITED STATES.

Be it remembered, that on this nineteenth day of May, in the year one thousand eight hundred and forty-nine, at the February term of the district court aforesaid, in his own proper person, comes Thomas J. Durant, esq., attorney of the United States for the district aforesaid; and on giving the court here to understand and be informed, that the United States are injured and aggrieved by the judgment of this honorable court rendered against them at this term, in the matter of Edward Simon *versus* The United States, and desire to appeal therefrom:

It is thereupon ordered by the court, that an appeal be allowed in favor of the said United States from the judgment aforesaid, returnable to the Supreme Court of the United States, at the next term thereof, after the date of this order.

And afterwards, at the May term of this court, to wit, on the 4th of June, 1849, the following entry was made of record in this case:

EDWARD SIMON
vs. } 37.
THE UNITED STATES.

On motion of the complainant, in propria persona, and on his presenting a certificate signed by M. McIntire, register of the land office at Opelousas, of date May 19th, 1849, and relating to the disposition made by the Government of the lands claimed by plaintiff:

It is ordered that said certificate be made a part of the record of this cause and filed nunc pro tunc, that is to say, of 23d April last, on submission of cause.

Which was accordingly done.

Attest: ROBERT M. LUSHER, *D'y Clerk.*

Finis.

United States of America, eastern district of Louisiana.

I, Needler R. Jennings, clerk of the district court of the United States, sitting at New Orleans, in and for said district, do hereby certify, that the foregoing fifty folios, including therein, between fols. 8 and 9, two township plats (15 & 4 S., R. 3 E.,) contain and form a true, faithful, correct, and complete transcript of all the proceedings, process, pleadings, documents, and other matters on file and of record in a certain